

AG Contract No.KR03-1618TRN
ADOT ECS File No. JPA 03-106
Project: US 191-B Pan American Avenue
TRACS No: H6466 01C
Section: US 191 3rd St. to 7th St. and
11th St. to 14th St.
5-Year Program Item No.: 73304
District. Minor Funds

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF DOUGLAS

THIS AGREEMENT is entered into 10th February, 2004, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and CITY OF DOUGLAS, acting by and through its CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has delegated to the undersigned, the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The State and the City desire to make improvements to the existing drainage channel adjacent to Highway US 191-B, by removing the gunite channel lining and replacing it with a concrete mosaic lining, and construct landscaping enhancement within State's right-of-way from 3rd Street to 7th Street and 11th Street to 14th Street, hereinafter referred to as the "Project". The parties hereto agree that the City will design, construct and administer the Project and the State will participate in an estimated amount not to exceed \$70,000.00.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

NO. 26648
Filed with the Secretary of State
Date Filed: 02/10/2004
Janice K. Brewer
Secretary of State
By: Danny D. Graenewald

II. SCOPE OF WORK

1. The City will:

a. Upon execution of this agreement, invoice the State for the estimated amount, not to exceed \$70,000.00.

b. Be responsible for all other costs associated with the Project and any additional increases due to delays, or whatever reason attributable to the City.

c. Provide to the State for review, design plans, specifications and other such documents and services required for construction of the concrete mosaic drainage channel lining and landscaping enhancements. Incorporate or resolve State review comments.

d. Utilize City of Douglas forces to design, construct and administer the Project.

e. Upon completion and acceptance of the Project on behalf of the parties hereto, provide water services and electrical power and be responsible maintaining landscaping and provide water services and electrical power all at the City's expense.

2. The State will:

a. Upon execution of this agreement and receipt of an invoice, remit an estimated amount, not to exceed \$70,000.00 to the City for the State's participation in the cost of the Project.

b. Review the design documents and provide comments.

c. Grant the City permission to access State rights-of-way for the purpose of constructing the Project.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until the transfer of funds and completion of the work contemplated herein; provided, however, that this agreement, except any provisions herein for maintenance and landscaping, which shall be perpetual, may be cancelled at any time prior to thirty (30) days written notice to the other party. In the event the City terminates this agreement, the State shall in no way be obligated to maintain said Project.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona, and incorporated herein by reference regarding "Non-Discrimination".

6. Non-Availability of Funds: Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event

this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona revised Statutes Section 12-1518.

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Douglas
City Manager
425 10th Street
Douglas, AZ 85607

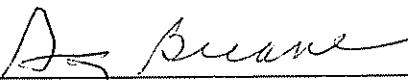
7. In accordance with Arizona Revised Statutes Section 11-952, (D) attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

COCHISE CITY

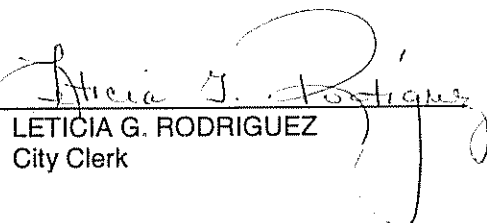
STATE OF ARIZONA

Department of Transportation

By 
RAY BORANE
Mayor

By 
DOUGLAS A. FORSTIE, P.E.
Acting Deputy State Engineer, Operations

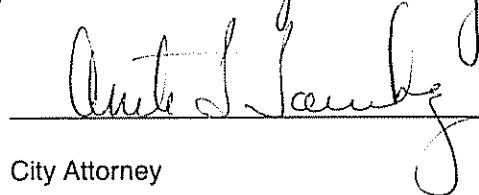
ATTEST

By 
LETICIA G. RODRIGUEZ
City Clerk

APPROVAL OF THE CITY OF DOUGLAS ATTORNEY

I have reviewed the above referenced intergovernmental agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF DOUGLAS, an agreement among public agencies which, has been reviewed pursuant to A.R.S. section 11-951 through 11-954 and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 12th day of January, 2004.


City Attorney

Resolution No. 03-317

A RESOLUTION OF THE MAYOR AND COUNCIL
OF THE CITY OF DOUGLAS, ARIZONA,
AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF DOUGLAS AND THE
ARIZONA DEPARTMENT OF
TRANSPORTATION IN THE AMOUNT OF
\$70,000.00 FOR THE CONSTRUCTION OF
IMPROVEMENTS TO THE EXISTING
DRAINAGE CHANNEL ADJACENT TO U.S. 191-B
FROM 3RD STREET TO 7TH STREET AND 11TH
STREET TO 14TH STREET.

WHEREAS, the Arizona Department of Transportation and the City of Douglas seek to enter into an Intergovernmental Agreement for the construction of improvements to the existing drainage channel adjacent to U.S. 191-B from 3th Street to 7th Street and 11th Street to 14th Street; and

WHEREAS, the Intergovernmental Agreement Project No. H6466 01C providing the terms and conditions of said agreement entered into by the parties is attached in Exhibit "A", and incorporated herein by reference; and

WHEREAS, it is in the best interests of the City of Douglas to enter into this agreement to provide needed channel drainage improvements

BE IT RESOLVED, by the City Council of the City of Douglas as follows.

Section 1. The terms of said Intergovernmental Agreement are in the best interest of the City of Douglas.

Section 2. The City Manager and City Clerk are hereby authorized to execute and deliver the Intergovernmental Agreement and any related documents necessary to consummate the transaction contemplated by the agreement for and on behalf of the City of Douglas.

Section 3. The officers of the City Council and the City of Douglas are hereby authorized and directed to fulfill all obligations under the terms of the Intergovernmental Agreement.

PASSED AND ADOPTED by the Mayor and Council of the City of Douglas, Arizona, this 12th day of November, 2003

1
2 By Ray Borane
3 Ray Borane, Mayor
4

5 Attest.

6 By Leticia G. Rodriguez
7 Leticia G Rodriguez, City Clerk
8

9 Approved as to Form:

10 Anita L. Sanchez
11 Anita L. Sanchez, City Attorney
12
13
14
15
16
17
18
19
20
21
22
23
24
25



OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

TERRY GODDARD
ATTORNEY GENERAL

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE 602.542.8855

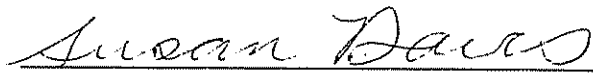
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR03-1618TRN (**JPA 03-106**), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED 2-3, 2004.

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:mjf
Attachment
828842